



# *COMMONWEALTH of VIRGINIA*

## **DEPARTMENT OF ENVIRONMENTAL QUALITY**

### **Blue Ridge Regional Office**

[www.deq.virginia.gov](http://www.deq.virginia.gov)

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## **STATE WATER CONTROL BOARD**

### **ENFORCEMENT ACTION - ORDER BY CONSENT**

#### **ISSUED TO**

#### **ROBERT WOODALL CHEVROLET, INC.**

#### **SECTION A: Purpose**

This is a Consent Order issued under the authority of Va. Code § 62.1-44.34:20, between the State Water Control Board and Robert Woodall Chevrolet, Inc. for the purpose of resolving certain violations of the State Water Control Law and the applicable regulations.

#### **SECTION B: Definitions**

Unless the context indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "AST" means aboveground storage tank.
2. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
3. "BRRO" means the Blue Ridge Regional Office of DEQ, located in Lynchburg, Virginia.
4. "Containment and Cleanup" means abatement, containment, removal and disposal of oil and, to the extent possible, the restoration of the environment to its existing state prior to an oil discharge.

5. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
6. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
7. "Discharge" means any spilling, leaking, pumping, pouring, emitting, emptying or dumping.
8. "Facility or Location" means the facility, land, road, storm drain(s) or state water(s) where the oil discharge occurred at 1063 Riverside Drive, Danville, Virginia.
9. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
10. "Oil" means oil of any kind and in any form, including, but not limited to, petroleum and petroleum by-products, fuel oil, lubricating oils, sludge, oil refuse, oil mixed with other wastes, crude oils and all other liquid hydrocarbons regardless of specific gravity. *See* Va. Code §62.1-44.34:14.
11. "Operator" means any person who owns, operates, charters rents, or otherwise exercises control over or responsibility for a facility or a vehicle or vessel.
12. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.
13. "Person" means any firm, corporation, association or partnership, one or more individuals, or any government unit or agency thereof.
14. "Woodall" means Robert Woodall Chevrolet, Inc., a corporation authorized to do business in Virginia and its affiliates, partners, subsidiaries, and parents. Woodall is a "person" within the meaning of Va. Code § 62.1-44.3.
15. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code. Article 11 (Va. Code §§ 62.1-44.34:14 through 62.1-44.34:23) of the State Water Control Law addresses discharge of oil into waters.
16. "State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3.
17. "Va. Code" means the Code of Virginia (1950), as amended.
18. "VAC" means the Virginia Administrative Code.

**SECTION C: Findings of Fact and Conclusions of Law**

1. On September 21, 2015, the Department of Environmental Quality ("DEQ") received notification of a discharge of motor oil at Robert Woodall Chevrolet, Inc. ("Woodall"), located at 1063 Riverside Drive in Danville, Virginia. Motor oil is a petroleum product, and is included in the definition of "oil" under Va. Code § 62.1-44.34:14.
2. The notification indicated that an estimated 400 gallons of motor oil was discharged from a 500 gallon Aboveground Storage Tank ("AST") in the repair shop area. A small fraction of the discharge reached the nearby Dan River via a stormwater conveyance. Reportedly, the discharge was caused by thermal expansion and a faulty pulse meter within the oil delivery system.
3. Woodall staff notified the City of Danville Fire Department who conducted the initial abatement measures at the site and the Dan River adjacent to the Facility. W.E.L., Incorporated, an environmental services contractor, was contracted to continue with begin Containment and Cleanup operations at the Facility.
4. Department staff responded to the notification on September 21, 2015 and were on-site to assess Containment and Cleanup operations at the Facility.
5. Based on reports provided by Woodall, an estimated 390 gallons of motor oil was recovered by Containment and Cleanup operations at the Facility.
6. Va. Code § 62.1-44.34:18 prohibits the discharge of oil into or upon state waters, lands, or storm drain systems.
7. On October 26, 2015, the Department issued Notice of Violation ("NOV") No. NOV-15-10-BRRO-002 to Woodall for a discharge of oil to the land and state waters.
8. On November 3, 2015, Woodall responded to the NOV via email to Department enforcement staff. In the response, Woodall requested a meeting to discuss the issues.
9. On November 17, 2015, Department staff met with representatives of Woodall to discuss the emergency response, along with Containment and Cleanup operations. Woodall informed the Department that they had relocated the AST away from the loading dock area where the discharge occurred, and had modified the motor oil delivery system to only be energized when shop personnel were on duty.
10. Based on the results of the September 21, 2015 Department staff site inspection at the Facility, the November 17, 2015 meeting with Woodall representatives and additional documentation provided by Woodall, the State Water Control Board concludes that Woodall has violated Va. Code § 62.1-44.34:18, which prohibits

the discharge of oil into or upon state waters, lands, or storm drain systems, as described in paragraphs C(1) through C(5), above.

#### **SECTION D: Agreement and Order**

Accordingly, by virtue of the authority granted it in Va. Code § 62.1-44.34:20, the Board orders Woodall, and Woodall agrees to pay a civil charge of \$599.20 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control  
Department of Environmental Quality  
Post Office Box 1104  
Richmond, Virginia 23218

Woodall shall include its Federal Employer Identification Number (FEIN) [(xx-xxxxxx)] with the payments and shall indicate that the payment of the civil charge is being made in accordance with the requirements of this Order for deposit into the Virginia Petroleum Storage Tank Fund (VPSTF).

#### **SECTION E: Administrative Provisions**

1. The Board may modify, rewrite, or amend this Order with the consent of Woodall for good cause shown by Woodall, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Woodall admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Woodall consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Woodall declares it has received fair and due process under the Administrative Process Act and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein.

Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.

6. Failure by Woodall to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Woodall shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Woodall shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Woodall shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
  - a. the reasons for the delay or noncompliance;
  - b. the projected duration of any such delay or noncompliance;
  - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
  - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which Woodall intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.


9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Woodall. Nevertheless, Woodall agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:

- a. Woodall petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
- b. The Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Woodall.


Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Woodall from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Woodall and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Woodall certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Woodall to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Woodall.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Woodall voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 21<sup>st</sup> day of November, 2016.

  
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for Robert J. Weld, Regional Director  
Blue Ridge Regional Office  
Department of Environmental Quality

Robert Woodall Chevrolet, Inc. voluntarily agrees to the issuance of this Order.

Date: 09/12/16 By: , President  
Robert M. Woodall, III  
Robert Woodall Chevrolet, Inc.

Commonwealth of Virginia  
City/County of Danville

The foregoing document was signed and acknowledged before me this 12th day of September, 2016 by Robert M. Woodall, III, who is President of Robert Woodall Chevrolet, Inc., on behalf of the corporation.

  
Notary Public

7325129  
Registration No.

My commission expires: 09/30/2019

Notary seal:



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